

18. Expenses. Except as otherwise provided herein, all legal, accounting, and other costs and expenses incurred in connection with the Agreement and any related agreements and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.
19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. This Agreement shall not be assigned by any party hereto except as permitted by its expressed terms or upon the written consent upon any other party. Nothing in this Agreement, expressed or implied, its intended to confer upon any person any rights or remedies under or by reason of this Agreement. The parties agree and acknowledge that this Agreement is a contract growing agreement and not a lease of the Facilities.
20. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
21. Waiver. The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.
22. Excused Performance. Notwithstanding any other provision herein, the performance of either party to this Agreement shall be excused during any period of time when performance becomes commercially impossible due to reasons which are entirely beyond the control of such party, such as fire, explosion, accident, final governmental law or regulation or intervention and acts of God. Changes in the broiler market which impact the economic effect of this Agreement are specifically excluded from this provision, as is any failure by Grower to exercise good judgment with regard to manure disposal, etc. Upon the expiration of the time that performance is commercially impossible, the responsibilities and obligations of the parties shall resume again with full force and effect.
23. Captions. The captions herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.
24. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Nebraska, without reference to its conflict of law rules.
25. Mediation and Arbitration. In the event of any dispute between MBA and Grower under this Agreement, the parties acknowledge that the mediation provisions of the State of Nebraska apply. The parties agree that if such mediation does not result in the resolution of the dispute, the parties will submit such dispute to binding arbitration under the Codes of the State of Nebraska. In such event, the arbitration shall be conducted expeditiously in accordance with the Center for Public Resources Rules for Non-administered Arbitration of Business Disputes. The Center for Public Resources shall appoint a neutral advisor from its National CPR panel.